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court to await judgment is not public money. *Branch v. United States* (U. S. 1876) 12 Ct. Cl. 281, 289; see *People ex rel. Nash v. Faulkner* (1887) 107 N. Y. 477, 14 N. E. 415; *Gartley v. People* (1901) 28 Colo. 227, 64 Pac. 208. It cannot be expended for public uses and it ought no more be protected than any other private property held under judicial process to await the outcome of the trial. In such a case the officer's liability is that of a bailee and not an insurer. *Browning v. Hanford* (N. Y. 1843) 5 Hill 588; see *Norris v. McCanna* (1886) 29 Fed. 757. There is, however, authority in support of the principal case depending upon a strict interpretation of the condition of the bond requiring the clerk to "pay over all moneys that may come into his hands by virtue of his office". *Morgan v. Long* (1870) 29 Iowa 434; *Northern Pac. Ry. v. Owens*, *supra*.

**PUBLIC OFFICERS—COMMENCEMENT OF TERM.**—The petitioner for a writ of mandamus alleged that he had been elected judge. Because of an error in the canvass his commission was not issued until three weeks later. In the meanwhile the governor of Illinois signed a bill increasing the salary of judges. There was no time mentioned in the statutes at which the term of office should begin. *Held*, the petitioner was not entitled to the increase, since it was granted within his term of office, and hence within the constitutional provision that salaries shall not be changed during an incumbent's continuance in office. *People ex. rel. Holdom v. Sweitzer* (Ill. 1917) 117 N. E. 625.

It is usual for statutes creating offices to designate the time when the term shall begin. In the absence of such provision, the general view is, that the term of office starts from the date of the election. *Macoy v. Curtis* (1880) 14 S. C. 367. Where there is no fraud, an error which does not vary the result, will not invalidate an election, *Town of Grove v. Haskell* (1909) 24 Okla. 707, 104 Pac. 56; *State ex. rel. Cole v. Chapman* (1878) 44 Conn. 595, 601, see *Mechem*, Public Officers, § 184, and since the candidate who receives the highest number of votes is the one elected, in spite of an erroneous certificate issued to his opponent, such certificate being only *prima facie* evidence of title to the office, *State ex. rel. Waymire v. Shay* (1884) 101 Ind. 36; *Wicks v. Jones* (1862) 20 Cal. 50, it seems to follow that the election is determined immediately at the close of the voting. The effect of a commission is merely to give notice to the person elected of such fact, and he can validly take office without ever receiving such notification. *Shuck v. State ex. rel. Cope* (1893) 136 Ind. 63, 35 N. E. 993. Hence, because the law for the increase was passed after the date of election it would seem that the court reached the proper conclusion in denying the petitioner's claim for the increased salary.

**SALES—ACCEPTANCE—PERISHABLE GOODS.**—The plaintiff's assignor shipped dressed turkeys of a different description from those ordered by the defendant. The latter telegraphed the plaintiff of the non-compliance stating that he would not use the goods and, before he could receive a reply, sold the turkeys. In an action for the purchase price, it was *held* that the trial court was in error in withdrawing the determination of the fact of acceptance from the jury. *White v. Schweitzer* (1917) 221 N. Y. 461, 117 N. E. 941.

Although in a sale of unascertained goods, in the absence of special agreement, the title will pass upon a delivery to the carrier for the benefit of the vendee, Benjamin, Sales (5th ed.) 350, it will not so pass